

OFFEROR SUBMISSION PACKAGE

SOLICITATION RFP SP0600-06-R-0510

Purchase Program Number: 6.2 (Receive, Store, Protect and Ship One-grade of Government-Owned Aviation Fuel (JP-8) in the Alamogordo, NM area).

Period of Performance: 01 November 06 – 31 October 2011

Closing Date: 21 April 2006, No later than 3:00 P.M. EST

INSTRUCTIONS:

- 1. The original and one copy of this certification package must be returned to this office as your offer. All documents to be completed and returned are contained in this package.**
- 2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Be sure to initial all changes.**
- 3. Facsimile transmissions are acceptable. Please limit to this Certification Package.**
- 4. By submission of this package, you are stating that you accept all terms and conditions unless otherwise noted.**

To be timely, offers must be received by 3:00 p.m. on closing date of Tuesday, April 21, 2006 local time Fort Belvoir, VA.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)				6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
<input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()			
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	
		(Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CERTIFICATION PACKAGE FOR SOLICITATION SP0600-06-R-0510

JP8

(Approximately 120,000 BBLs)

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SECTION B SUPPLIES/SERVICES AND PRICES/COST

B34.01 SERVICES TO BE FURNISHED AND PRICES (DFSC FEB 1991)

The services to be furnished the period specified herein and the unit prices are as follows:

Performance Work Statement for Alamogordo, New Mexico (UY7204)

C-1 Description of Required Services:

- C-1.1 Area of Consideration
- C-1.2 Storage Tank Requirements
- C-1.3 Grade of Service
- C-1.4 Physical System Requirements) ADP Equipment
- C-2 **General Information:**
- C-1.5 Estimated Through-put Requirements
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- C-2.4 Product Quality Control
- C-2.5 Best Commercial Practices
- C-2.6 Photocopy Type Reproduction Machine
- C-3 **Quality Representative Support:**
- C-3.1 Office Facility Support
- C-3.2 Telephone Support
- C-3.3 Facsimile Machine
- C-3.4 Facsimile Machine Telephone

C-1 Description of Required Services:

Defense Fuel Support Point services are required in the Alamogordo, New Mexico area for the period beginning November 01, 2006. The following terms and conditions are applicable to the requirement for contract services and ancillary facilities for receiving storing, protecting, and shipping turbine fuel aviation grade JP-8 , Fuel System Icing Inhibitor (FSII), and Conductivity Additive (SDA). The facility offered must be capable of providing a Contractor-furnished connection with the capability to receive Government-owned product from the Kinder Morgan owned Santa Fe Pacific Pipeline System originating in El Paso, Texas as well as provide storage services with the capability to ship Government-owned product via a Contractor-furnished Pipeline System connection to Holloman Air Force Base System and via Government-furnished commercial tank trucks. Pipeline shipments will be to Holloman Air Force Base and commercial tank truck shipments will be to designated Government activities in New Mexico, Arizona, and Texas. **Request a five (5) year, multi-year contract with three five year options to renew.** The object of this solicitation is to secure the necessary facilities and services to receive, store, and ship one grade of Government-owned product (Turbine Fuel Aviation Grade JP-8) in the Alamogordo, New Mexico area.

Terms and conditions applicable to the requirement are as follows:

C-1.1 **AREA OF CONSIDERATION:** A location within a 20 mile radius of Holloman AFB, NM and within 100 mile radius of the El Paso, Texas.

C-1.2 **STORAGE TANK REQUIREMENT:** Approximately 120,000 barrels (shell capacity) for Turbine Fuel Aviation, Grade JP-8 storage with a minimum of two tanks required, interconnected and isolated from other facilities and products handled within the tank farm. Each tank shall be capable of receiving pipeline tender of 27,000 barrels. Clause L116.01, Data Required (Storage) and Clause L2.01, Instructions to Offerors applies.

C-1.3 **GRADE OF SERVICE:** One grade of Government-owned Turbine Fuel Aviation Grade JP8.

C-1.4 **PHYSICAL SYSTEM REQUIREMENTS:** Storage and handling facilities capable of receiving, storing, protecting, and shipping one grade of U. S. Government-owned petroleum product. In addition to the data required by Clause L116.01, The potential Contractor will be required to provide the tank cleaning and inspection data required by Clause E18 as part of their proposal. The tank cleaning and inspection data will be evaluated and utilized as an evaluation factor in determining the Governments risk associated with the utilization of the facility.

C-1.5 **ESTIMATED THROUGHPUT REQUIREMENTS:** 800,000 barrels each 12 month period. Throughput is computed as follows: **receipts plus issues, divided by two.** The estimated throughput quantity does not include the initial fill of the terminal.

C-1.6 **PROPERTY CONTROL RECORDS AND SYSTEM RECORDS:** The Contractor shall provide Property Control and System Records in compliance with paragraph (a) of Clause I119.04. The Contractor-furnished computer system shall meet the current commercial standards for a computer system capable of accomplishing the data reporting and records keeping required by the Fuels Automated System (FAS); maintaining the data reporting and records keeping associated with product quality surveillance (i.e., product analysis and testing reports); and the documents collection and records associated with the Contractor's preventive maintenance program, etc. The Contractor shall input inventory and sales data of Government-owned product directly into the Government's Fuel Accounting System (FAS) utilizing the FES 02 inventory reporting procedures and the Contractor-furnished computer system via the Contractor-furnished internet access (with static IP address capability) or creation of a dial-in account to the DESC web server. Additional data and requirements can be found in Clause I119.04.

C-1.6.1 The Contractor shall comply with all transportation and routing instructions for all modes furnished by the Defense Energy Support Center, Americas West (DESC-AMW Los Angeles, CA). Such instructions will be conveyed via telephone, FAX, e-mail and via DESC Form 19.16 (Routing Instructions) and will include the carrier names, routes, route order numbers, and other pertinent shipment information. In the case pipeline receipts, the Contractor shall monitor inbound pipeline shipments, and schedule inbound pipeline shipments utilizing Kinder Morgan owned Santa Fe Pacific Pipeline Scheduling System. Adjustments to the scheduled pipeline receipt date, or quantities will be made only with the concurrence of DESC-AMW Los Angeles, CA.

C-1.6.2 The receipt of Government-owned product via the Kinder Morgan owned Santa Fe Pipeline System shall not be in competition with the Contractor's other terminal operations.

C-1.7 **FUELS AUTOMATED SYSTEM (FAS) ADP EQUIPMENT:** The Contractor shall provide a computer system with the following minimum specifications:

- 733Hz Processor
- One 10 GB2 GB Hard Drive (minimum) and one 3 ½ Inch floppy disk drive.
- Windows 2000 Operating System
- Modem 56K
- V710 Monitor
- Mouse
- CD-ROM Drive (eight speed or higher)
- Printer/printer paper/printer Cartridges

The Contractor shall input inventory data of Government-owned product directly into the Government's Fuel Automated System (FAS) utilizing the Government-furnished computer furnished software. DESC will install the necessary software and provide training to a minimum of two Contractor personnel. See Clause I119.04 for additional information regarding the Government's inventory data requirements.

DADS/FAS Data Entry Telephone Support: The Contractor shall provide a dedicated commercial telephone line to be used for data entry into the DADS/FAS system. The Government will reimburse the Contractor for installation charges and the monthly telephone bill upon presentation of supporting documentation and an invoice certified by the QAR. No fees or administrative charges will be allowed.

C-2 **GENERAL INFORMATION:**

C-2.1 **PRODUCT RECEIVING REQUIREMENT:** The Contractor's product receiving capability shall provide dedicated facilities capable of receiving Turbine Fuel Aviation Grade JP8 by a Contractor-furnished connection to the Kinder Morgan owned Santa Fe Pacific Pipeline System on a 24-hour per day, seven day per week basis. The Contractor must be capable of furnishing and providing a common carrier pipeline connection capable of receiving product from the Navajo, Shell and El Paso refineries at commercial rates compatible with the carriers system. The maximum pipeline tender is 27,000 barrels. The Contractor's facility must be capable of receiving Government-owned product by tank truck on a contingency basis only.

C-2.2 **PRODUCT SHIPPING REQUIREMENT:** The Contractor's shipping capability shall provide dedicated facilities capable of shipping Turbine Fuel Aviation Grade JP8 by the following modes of transportation.

C-2.2.1 **Pipeline**: The Contractor's pipeline shipping capability shall be capable of shipping Government-owned product via a Contractor-furnished pipeline system and a Contractor-furnished pipeline connection to Holloman Air Force Base all on a 24 hour per day, seven day per week basis at flow rates compatible with the transportation mode.

C-2.2.2 **Government-furnished Tank Truck**: The Contractor's tank truck loading and shipping capability shall be capable of shipping JP8 on a 8:00 a.m. to 4:00 p.m. basis; five days per week (Saturdays, Sundays, and federal holidays excepted as stipulated in the Wage determination). Contractor may be required to load and ship tank trucks on an overtime basis (see Clause G148.05 (c) SUBMISSION OF INVOICES FOR PAYMENT (SERVICES); PARAGRAPH (c) OVERTIME and Clause I16.01(a) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION: paragraph (a) OVERTIME REQUIREMENTS.

C-2.3 **ANCILLARY FACILITIES**:

C-2.3.1 **STORAGE TANKS AND FACILITIES**: The storage tanks and facilities must meet the minimum requirements of the current API standards, the NFPA codes, and all laws, regulations, etc., applicable to tanks and facilities of the type to be provided. Cone roof tanks with internal floating pans are preferred however, floating roof tanks will be acceptable. Floating roof tanks will be equipped with roof drains, which prevent water from coming into contact with the fuel. The tanks shall be interconnected so as to provide the capability of transferring/filtering product between tanks. The tanks and facilities will consist of one dedicated system capable of receiving, storing, and shipping one grade of Government-owned product. An isolated system in place of the preferred dedicated system is acceptable provided the requirements of Clause L116.01 (d) are met.

C-2.3.2 **TANK TRUCK LOADING AND SHIPPING FACILITIES**: The Contractor's tank truck loading and shipping facilities shall provide unrestricted access to Government-furnished tank trucks, be capable of bottom loading product, be equipped with a Scully system (or compatible), be equipped with Temperature Compensating Meters to accurately measure the product being loaded, and be able to load a maximum of four 8,000 gallon tank trucks per hour. The Contractor's tank truck loading facilities shall be in compliance with Federal, State, and local environmental laws and regulations based upon the type of product being loaded. The loading of Government-furnished tank trucks shall not be in competition with the Contractor's other terminal operations.

C-2.3.3 **FILTRATION CAPABILITY**: The Contractor-furnished filtration system shall meet the requirements of API Bulletin 1581 Fourth Edition, January 2000, "Category M" and "Type S" for product filtration during product receiving, shipping, tank to tank transfers, and tank truck loading.

C-2.3.4 **ADDITIVE INJECTION SYSTEM**: The Contractor's additive injection system shall provide a separate injection system (pump and ancillary connection facilities) for the injection of each Government-furnished additive (i.e., Fuel System Icing Inhibitor (FSII), Conductivity Additive (SDA) into the product during tank truck loading operations, (see Clause F45.01 and F45.03).

C-2.3.5 **BEST COMMERCIAL PRACTICES**: In the absence of any contract provisions or reference to a method, specification, or other instructions, the Contractor shall perform all services here under in accordance with the best commercial practices.

C-2.3.6 **PHOTOCOPY TYPE REPRODUCTION MACHINE**: The Contractor shall provide a photocopy type reproduction machine that is capable of handling letter and legal size copies. The Contractor shall provide sufficient quantities of both sizes of paper to meet the terminal's and QSR's copy requirements

CONTRACT LINE ITEM 1001 (MUCC): FIVE YEAR MULTIYEAR PERFORMANCE PERIOD:

01 November 2006 through 31 October 2011.

<u>TANK NO.</u>	<u>TYPE</u>	SHELL CAPACITY <u>BARRELS</u>	FILL CAPACITY <u>BARRELS</u>	Use charge per tank per month (prorated for part months) includes initial fill and final shipment <u>PRICE</u>
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CONTRACT LINE ITEM 1002 (MUCC): 1st OPTION TO RENEW (2nd FIVE YEAR PERFORMANCE PERIOD): 01 November 2011 through 31 October 2015.

<u>TANK NO.</u>	<u>TYPE</u>	SHELL CAPACITY <u>BARRELS</u>	FILL CAPACITY <u>BARRELS</u>	Use charge per tank per month (prorated for part months) includes initial fill and final shipment <u>PRICE</u>
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CONTRACT LINE ITEM 1003 (MUCC): 2nd OPTION TO RENEW (3rd FIVE YEAR PERFORMANCE PERIOD): 01 November 2015 through 31 October 2020.

<u>TANK NO.</u>	<u>TYPE</u>	SHELL CAPACITY <u>BARRELS</u>	FILL CAPACITY <u>BARRELS</u>	Use charge per tank per month (prorated for part months) includes initial fill and final shipment <u>PRICE</u>
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CONTRACT LINE ITEM 1004 (MUCC): 3rd OPTION TO RENEW (4th FIVE YEAR PERFORMANCE PERIOD): 01 November 2020 through 31 October 2025.

<u>TANK NO.</u>	<u>TYPE</u>	<u>SHELL CAPACITY BARRELS</u>	<u>FILL CAPACITY BARRELS</u>	Use charge per tank per month (prorated for part months) includes initial fill and final shipment
				<u>PRICE</u>

SUBLINE ITEM 1005:

For the first 800,000 barrels of product received into storage after initial fill per year or prorated part thereof for any part year that the use of storage is limited to a period of less than one year, there is to be no additional charge **(included in the tankage use charge)**.

SUBLINE ITEM 1006:

For the first 800,000 barrels of product loaded and shipped from storage, after initial fill per year or prorated part thereof for any part year that the use of storage is limited to a period of less than one year, there is to be no additional charge **(included in the tankage use charge)**.

SUBLINE ITEM 1007: EXCESS THROUGHPUT (EXTP):

In excess of 800,000 of throughput **per year** (or prorated part thereof for any partial year), the Contractor will be reimbursed
 \$_____ (for the entire contract period) per barrel. Throughput is defined as receipts plus issues divided by two (2).

SUBLINE ITEM 1008: INJECTION OF FUEL SYSTEM ICING INHIBITOR (FSII):

The Contractor will be reimbursed \$_____ (multiyear) per barrel for injecting FSII additive.

SUBLINE ITEM 1009: INJECTION OF ANTI-STATIC ADDITIVE (IFCA):

The Contractor will be reimbursed \$_____ (multiyear) per barrel for injecting ASA additive.

SUBLINE ITEM 1010: OVERTIME (OVRT)

Services other than normal working hours shall be ordered for this subline item in accordance with Clause I16.01 and Clause G148.05. The overtime rates listed below shall apply, unless altered by union agreement or Government regulations. **The Contracting Officer shall be notified by the Contractor of any change to these rates, which will be supported, with copies of the appropriate union agreement or formal Government Notice. See Clause I100, para (m).**

Category

Operator

Supervisor

SUBLINE ITEM 1011: NOT TO EXCEED:

The Contractor shall be reimbursed \$_____ (multiyear) per barrel for providing pipeline connection facility capable of receiving an average pipeline tender of 27,000 barrels

SUBLINE ITEM 1012: FILTER REPLACEMENT/DISPOSAL:

The Contractor will be reimbursed for replacement and disposal of fuel filter elements.

SUBLINE ITEM 1013: COMM FACSIMILE TELEPHONE: NOT TO EXCEED

The Contractor will be reimbursed for out-of-pocket costs for the Facsimile Telephone. Invoices for reimbursement shall be certified by the QAR and include supporting documentation.

SUBLINE ITEM 1014: (COMM) COMMERCIAL TELEPHONE LINE: NOT TO EXCEED

The Contractor will be reimbursed for out-of-pocket costs for the QAR telephone expenses. Invoices for reimbursement shall be certified by the QAR and include supporting documentation.

SUBLINE ITEM 1015: (COMM) FAS TELEPHONE LINE: NOT TO EXCEED

The Contractor shall provide a dedicated commercial telephone line for data entry into the DFAMS/DADS system. The Contractor will be reimbursed for out-of-pocket costs for the QAR telephone expenses. Invoices for reimbursement shall be certified by the QAR and include supporting documentation.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C19.07 SAMPLING AND TESTING OF PETROLEUM PRODUCTS (STORAGE) (DESC OCT 2001)

(a) **SAMPLING.** The samples identified in the solicitation attachment entitled **MINIMUM REQUIREMENTS FOR STORAGE SAMPLING AND TESTING** are a required part of the services to be provided. The Contractor must provide these samples using qualified personnel, facilities, and equipment on-site and shall include all associated costs in the monthly service charge. These on-site resources may be provided by Contractor personnel or by commercial source acting on behalf of the Contractor. The Quality Representative will not be responsible for taking any samples for the Contractor. All samples must be taken in accordance with ASTM D 4057, Standard Practice for Manual Sampling of Petroleum and Petroleum Products (API Manual of Petroleum Measurement Standards (MPMS), Chapter 8.1).

(b) **TESTING.** The tests identified in the solicitation attachment entitled **MINIMUM REQUIREMENTS FOR STORAGE SAMPLING AND TESTING** are a required part of the services to be provided. Those tests identified in the attachment which are part of a higher order analysis (defined as follows: Composite Samples, Storage Tanks After Receipt, Interface Mixture, Dormant Stocks, and Individual Tests, including particulate contamination) shall be provided by the Contractor using one of the following options (the Contractor shall check the appropriate box below):

☐ The Contractor will perform the tests using its own qualified personnel, facilities, and equipment. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not perform the tests using its own personnel, but will provide on a seven days per week, 24 hours per day basis, it's own facilities and equipment for testing of product by Government personnel. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not provide its own personnel, facilities, or equipment. Instead, the Contractor will, within 24 hours after sampling, transport any sample(s) to a commercial laboratory approved by the Government and arrange for that commercial laboratory to perform all the required tests. The Government, at its option, may direct that samples be tested at a Government laboratory under contract to the Government. In this case, transport of such samples is still the responsibility of the Contractor. (The

Government will reimburse the Contractor for the actual costs of the tests performed by their commercial laboratory. All other associated costs must be included in the monthly service charge.)

All other tests found in the above referenced attachment, which are not part of a higher order analysis, shall be provided in accordance with the CONTRACTOR INSPECTION RESPONSIBILITIES (STORAGE) clause.

(c) All facilities and equipment to be provided, whether that of a Contractor or a commercial laboratory, must conform to the standards for such facilities and equipment established by the Occupational Safety and Health Act and the National Fire Protection Association or local regulations, whichever is more stringent.

(DESC 52.211-9FL5)

SECTION F – DELIVERIES OF PERFORMANCE

F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)

During the contract period, 01 November 2006 through 31 October 2011 (with three five-year options to renew), the Contractor shall provide petroleum storage facilities and services at the following location:

(Street address)

(City/State/Zip)

(DESC 52.242-9FA1)

SECTION G – CONTRACT ADMINISTRATION

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(c) Narrative Information (special instructions).

[illegible]

1

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR

REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government

makes payment by EFT (but see paragraph (d) of this clause).

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent. contract, and account number at the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

(1) The solicitation number (or other procurement identification number).
(2) The offeror's name and remittance address, as stated in the offer.
(3) The signature (manual or electric, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
(5) The offeror's account number and the type of account (checking, savings, or lockbox).
(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-38)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTERNATE I) (MAY 2004/APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____.
(2) The small business size standard is _____.
(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

(1) The offeror represents as part of its offer that it--

[] is,
[] is not

a small business concern.

(2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

[] is,
[] is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is,
☐ is not

a women-owned small business concern.

(4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is
☐ is not

a veteran-owned small business concern.

(5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(6) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

(i) It--

☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is
☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) DEFINITIONS. As used in this provision—

(1) Service-disabled veteran-owned small business concern means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) Veteran-owned small business concern means a small business concern—

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) Women-owned small business concern means a small business concern—

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alternate I)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are,
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ have,
☐ have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ are,
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror--

☐ has,
☐ has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)